



1. Validity

- 1.1 These General Terms and Conditions of Sale apply to all business relations with our customers. The Terms and Conditions of Sale apply in particular to contracts for the sale and/or delivery of movable goods (goods), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers.
- 1.2 These terms apply exclusively. Any deviating or conflicting conditions of the customer will not be accepted by us unless we have expressly agreed to them in writing. This consent requirement applies to all cases, even if we have made delivery to the customer without reservation with the knowledge of the customer's general terms and conditions.
- 1.3 These terms shall also apply to all future transactions between the parties and also if we carry out the delivery of the goods with the knowledge of deviating or conflicting terms and conditions.
- 1.4 These General Terms and Conditions of Sale shall only apply to companies, legal entities under public law or special funds under public law within the scope of of § 310 para. 1 BGB (German Civil Code).

2. Offer, Acceptance

- 2.1 Our offers are subject to change without notice. The contract is only concluded upon receipt of our order confirmation or upon execution of the order. Changes in prices and costs (e.g., wage increases under collective bargaining agreements or increases in the cost of materials) entitle us to make price adjustments. Should this occur after the conclusion of the contract, we have the right to withdraw from the contract unless the contractual partner agrees to a price adjustment.
- 2.2 Orders of the goods by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this offer within 21 days upon receipt by us.
- 2.3 Our offers are non-binding and subject to change. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g., drawings, plans, calculations, estimates, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve ownership and copyright. The goods shown in these catalogues, documentation and other product descriptions and documents are examples; the goods due under the contract are exclusively based on the respective order and specifications agreed therein, which may differ from the goods shown in catalogues, documentation and product descriptions. This applies in particular to goods that have been specifically adapted for the customer.

3. Prices, Payment

- 3.1 Unless otherwise stated in the offer or otherwise agreed to in writing, our prices are ex works (EXW according to Incoterms® 2020) plus statutory value added tax. In the case of delivery free carrier (FCA according to Incoterms® 2020), the buyer shall also bear the delivery costs to the destination plus any customs duties, taxes and charges.
- 3.2 When purchasing goods to be shipped, the customer shall bear the costs of packaging, transport, as well as the costs of any transport insurance requested by the customer, plus statutory value added tax.
- 3.3 The purchase price is due and payable within 30 days from the date of invoice and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment; we have the right to request advance payment no later than with the order confirmation.
- 3.4 Upon expiry of the above payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further default damages. Our entitlement to maturity interest remains unaffected in relation to merchants.
- 3.5 Initial deliveries to new customers are always made against prepayment. We reserve the right to determine the terms of payment for future deliveries after the customer has completed and submitted the customer master data sheet and a credit check has been carried out. We can change the defined payment terms for all customers, especially if this is necessary due to the customer's economic situation or the general market situation (e.g. suspended obligation to file for insolvency).

4. Set-Off, Retention

The contractual partner shall only be entitled to offset and exercise rights of retention insofar as their counterclaims are undisputed or have been legally established. In the event that the delivered goods are defective and/or damaged, the customer's counter rights shall remain unaffected.

5. Delivery

- 5.1 Delivery is ex works, which is also the place of fulfillment for the delivery and any subsequent performance. At the request and expense of the customer, the

goods will be shipped to another destination (sale by delivery to a place other than the place of performance, EXW according to Incoterms® 2020 or FCA according to Incoterms® 2020). Unless otherwise agreed upon, we shall be entitled to determine the type of shipment (in particular transport company, route, packaging) ourselves.

- 5.2 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g., storage costs). For this we charge a flat-rate compensation amounting to 0.5% of the net value of the goods per calendar day, beginning with the delivery period or – in the absence of a delivery period – upon notification that the goods are ready for dispatch or pick-up. The proof of higher damages and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the flat-rate compensation is to be offset against further monetary claims. The customer shall be entitled to prove that we have not incurred any damages at all or that the damages incurred by us is significantly lower than the above flat-rate compensation.
- 5.3 In the event that the financial circumstances of the contractual partner deteriorate significantly (e.g., protest of a bill of exchange, filing of an application for the opening of insolvency proceedings, submission of an affidavit, etc.) and if we are made aware of any lack of creditworthiness, we shall be entitled to demand advance payment or the provision of security or to withdraw from the contract.

6. Transfer of Risk, Shipment

- 6.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer no later than upon delivery. However, in the case of sale to destination, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. Agreed-upon or legally required acceptance is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. The same applies if the customer is in default.
- 6.2 The choice of transport route (forwarding agent, parcel service, post office, etc.) is our responsibility. Transport insurance shall only be obtained upon specific request and at the expense of the contractual partner.
- 6.3 The delivery period shall be deemed met if the subject matter of the contract has left the work within the delivery period or if we have notified the customer that the goods are ready for dispatch.
- 6.4 Statutory provisions shall apply in the event of our delay in delivery. A reminder from the customer is required in all cases.

7. Custom-Made Products

- 7.1 If the order refers to custom-made products, we insist on order fulfilment in all cases. Prices which have been offered or confirmed for larger purchase quantities cannot be claimed for smaller quantities.
- 7.2 The right of termination (freies Kündigungsrecht) by the customer (especially according to §§ 650, 648 BGB) is excluded.

8. Retention of Title

- 8.1 We reserve title to the goods sold until all our present and future claims arising from the purchase contract have been paid in full. In the event of breach of contract by the contractual partner, including default of payment, we are entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods.
- 8.2 The aforementioned retention of title also applies to all present and future claims by the contractual partner, including those from any current account.
- 8.3 The contractual partner shall treat the goods with care, insure them appropriately and, where necessary, maintain them.
- 8.4 The goods subject to retention of title may not be pledged to third parties or transferred by way of security before the secured claims have been paid in full. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties seize the goods belonging to us (e.g., seizures).
- 8.5 The customer is authorized until revocation in accordance with (c) below, to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply. (a) Retention of title extends to the full value of products resulting from any processing, mixing or combining of our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains and we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title. (b) The customer



hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or product, either in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the customer mentioned in paragraph 2 shall also apply with regard to the assigned claims. (c) In addition to us, the customer remains authorized to collect the claim. We undertake to not collect the claim as long as the customer fulfils his/her payment obligations to us, there is no deficiency in his/her ability to pay and we do not assert the reservation of title by exercising a right in accordance with paragraph 3. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.

8.6 Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, we are obliged to release the securities at our discretion upon request of the contractual partner.

9. Warranty

9.1 The customer's claims for defects or damages presuppose that they have complied with their statutory obligations to inspect and give notice of defects or damages (§§ 377, 381 HGB). In the case of goods intended for installation or other goods intended for further processing, an inspection must in all cases be carried out before processing. If a defect or damages is found, the customer must notify us of this immediately in text form. In all cases, obvious defects or damages must be reported in writing within 5 working days of delivery and defects and damages not detectable during the inspection within the same period of time after their discovery. If the customer fails to carry out the proper inspection and/or fails to report defects/damages, our liability for the defect/damages that is not reported, not reported in time or not reported properly is excluded according to the statutory provisions.

9.2 If the delivered item is defective or damaged, we may choose whether we provide subsequent performance by remedying the defect/damage (rectification) or by delivering a defect/damage-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

9.3 We are entitled to make the owed subsequent performance dependent on the customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect/damage.

9.4 The customer shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained of for inspection purposes. In the event of delivery of a replacement, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include either the removal of the defective/damaged item or its reinstallation if we were not originally obliged to install it.

9.5 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions only if a defect is actually present. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of defects/damages (in particular testing and transport costs), unless the lack of defect was not recognizable to the customer.

9.6 If the supplementary performance has failed, or a reasonable period of time set by the customer for the supplementary performance has elapsed without result or is unnecessary according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. There is no right to withdraw from the contract in the case of an insignificant defect.

9.7 The customer's claims for damages (Schadensersatz) or compensation for futile expenditure (Ersatz vergeblicher Aufwendungen) shall exist only in accordance with Section 10, even in the case of defects/damages, and shall be excluded in all other respects.

10. Liability

10.1 Unless otherwise provided for in these Terms and Conditions of Sale, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

10.2 We shall be liable for damages - irrespective of the legal basis - within the scope of strict liability only in the event of intent and gross negligence. In the case of simple negligence, subject to statutory limitations of liability (e.g., due care in our own affairs, minor breach of duty), we shall only be liable a) for damages resulting from injury to life, body or health; b) for damages resulting from the breach of a material contractual obligation (obligation whose fulfil-

ment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely). In this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

10.3 The limitations of liability resulting from clause 10.2 shall also apply to breaches of duty by or in favor of persons whose fault we are responsible for according to statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act (Produkthaftungsgesetz).

10.4 Due to a breach of duty which does not consist of a defect, the customer may only withdraw or terminate the contract if we are responsible for the breach of duty. In all other respects the statutory requirements and legal consequences shall apply.

11. Limitation Period

11.1 Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects/damages and defects of title is one year from delivery. If acceptance has been agreed upon or is required by law, the limitation period shall commence upon acceptance.

11.2 If, however, the goods are a building or an object that has been used for a building in accordance with its usual use and has caused its defectiveness (building material), the limitation period in accordance with the statutory regulation shall be 5 years from delivery (§ 438 para. 1 No. 2 BGB). Other statutory special regulations on the statute of limitations (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.

11.3 The aforementioned limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages of the customer pursuant to No. 10.2 sentence 1 and sentence 2 a) as well as pursuant to the Product Liability Act (Produkthaftungsgesetz) shall be subject to the statutory limitation periods exclusively.

12. Obligations of the Contracting Party

12.1 The contractual partner shall assume the obligation to properly dispose of the delivered goods after termination of use at its own expense in accordance with the statutory provisions. The contractual partner shall release us from the manufacturer's or distributor's obligation to take back the goods in accordance with the German Electrical and Electronic Equipment Act (ElektroG) and any related third-party claims.

12.2 Special tools, devices and programs shall be charged to the contractual partner on a pro rata basis against advance payment without considerations of discounts. These special tools, devices and programs remain our unrestricted property.

13. Final Provisions

13.1 These Terms and Conditions of Sale and the contractual relationship between us and the customer shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 If the customer is a merchant as defined by the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Daun. The same applies to international disputes if the customer is an entrepreneur as defined by § 14 BGB. In all cases, however, we are also entitled to take legal action at the place of fulfillment of the delivery obligation in accordance with these Terms of Sale, or a prior individual agreement or at the customer's general place of jurisdiction. Prior legal regulations, in particular regarding exclusive jurisdiction, remain unaffected.

13.3 Should individual provisions of a contract be invalid, the validity of the remaining provisions shall not be affected. The contracting parties shall be obliged to replace an invalid provision by a new provision that corresponds as closely as possible in economic terms to the meaning and purpose of the invalid provision.

13.4 In case of doubt, the German version shall be decisive for the interpretation of these General Terms and Conditions.